

STATE OF NEW MEXICO

EIGHTH JUDICIAL DISTRICT COURT COUNTIES OF  
TAOS, COLFAX, UNION

**REQUEST FOR PROPOSALS**

**No. 21-01-23800**

ADULT SUBSTANCE ABUSE TREATMENT SERVICES  
IN THE EIGHTH JUDICIAL DISTRICT COURT  
FOR THE  
ADULT DRUG COURT PROGRAM



ISSUE DATE: DECEMBER 3, 2020

The Procurement Code, NMSA 1978, 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared non-responsive and, therefore, not eligible for further consideration. A proposal submitted after the deadline is deemed unresponsive.

All costs incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror, whether or not the Offeror is the successful Offeror.

Before the award is made, the Eighth Judicial District Court (EIGHTH JDC) may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be without such discussions.

When it is in the best interest of the EIGHTH JDC, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the EIGHTH JDC sending written notice to the Contractor. The EIGHTH JDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the Contractor will be compensated to the level of services performed, as authorized by the EIGHTH JDC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the EIGHTH JDC in such circumstances as contractor defaults or is in breach of the Contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-28 to Section 13-1-199.

This RFP is being issued to hire a Contractor to work with the EIGHTH JDC, Adult Drug Court Program to provide substance abuse treatment, supervision, and drug testing services.

The contract will be for a sixteen month period (prorated for four months from March 1, 2021 through June 30, 2021), with a regular period beginning July 1, 2021 with an option to request to renew annually, after the first ten months of each year, for 2 additional years, for a total of no more than four

years. Continuation of the contract for each additional year will be at the discretion of the EIGHTH JDC, and will be contingent upon satisfactory contract compliance by the Contractor as determined by the EIGHTH JDC and upon the existence of sufficient funding.

## **II. SOLICITATION OF PROPOSALS**

### **A. SUMMARY OF SCOPE OF WORK**

The EIGHTH JDC is soliciting proposals for a Contractor.

The focus of the Substance Abuse Treatment Services is to provide substance abuse treatment, supervision and drug testing services to the participants of the EIGHTH JDC Adult Drug Court Program. Treatment Services will align with the New Mexico Judiciary Drug Court Standards (approved October 2016), NADCP Adult Drug Court Best Practice Standards, the ASAM criteria and the EIGHTH JDC Adult Drug Court Policy and Procedure Manual. Substance abuse treatment services shall be evidence-based and include: screening and assessment; individual therapy, group counseling; individual treatment plans; drug screening and testing; family intervention services; case management service plans; court liaison services; surveillance and aftercare services. Attendance and progress reports will be provided to the EIGHTH JDC Adult Drug Court.

### **B. SCOPE OF PROCUREMENT**

The scope of this procurement includes professional services only. The EIGHTH JDC reserves the option of renewing the initial contract on an annual basis. The initial contract shall term shall be from March 1, 2021 through June 30, 2022. In no case will the contract, including renewals thereof, exceed a total of four years.

### **C. RFP MANAGER**

The EIGHTH JDC has designated an RFP Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Amy J. Quintana  
105 Albright Street, Suite N  
Taos, NM 87571  
Phone (575) 751-8615 Fax (575) 758-1415  
Email: [taodajq@nmcourts.gov](mailto:taodajq@nmcourts.gov)

All submissions and deliveries via postal service and express courier should be sent to the above address.

Any inquires or requests regarding this procurement should be submitted to the RFP Manager in writing. Offerors may contact ONLY the RFP Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the EIGHTH JDC.

D. AOC GENERAL COUNSEL

Contact information for the AOC General Counsel is:

Celina Jones  
237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-8400 phone  
(505) 827-4824 fax  
Email: [aoccaj@nmcourts.gov](mailto:aoccaj@nmcourts.gov)

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Adult Drug Court Team" is a multi-agency collaborative team including the: District Court Judge, Drug Court Program Manager, District Attorney designee, Public Defender designee, contracted treatment provider, Adult Probation and Parole designee, local law enforcement designee, Surveillance Officer as well as any other community partner deemed necessary by the Adult Drug Court Team.

"Aftercare" means follow-up care provided after the client exits the treatment program.

"AOC" means the Administrative Office of the Courts.

"Case Management Services" means providing referrals to continuum of care services, linkage to local support services such as housing, transportation, child care services, employment training and providing continuing guidance in obtaining such services, in addition to tracking weekly program requirements of each client.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" means the successful Offeror.

"Court Liaison" means the primary care provider or a representative knowledgeable about each participant's treatment progress, who will be available for Adult Drug Court program staffing meeting and hearings.

"District Court Program Manager" means the person or designee authorized by the EIGHTH JDC to supervise the Adult Drug Court.

"Drug Screening" is on-site, observed, rapid drug screening with results available within five (5) minutes. Drug Screening is conducted on all participants. All drug screening results shall be reported and forwarded promptly to the District Court

Program Manager.

"Evaluation Committee" means a body of two or more individuals appointed by the EIGHTH JDC to perform the evaluation of Offeror proposals.

"Family Intervention Sessions" means family therapy services provided as needed by a licensed/certified practitioner with prior approval from the EIGHTH JDC.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose proposal qualifies that Offeror for further consideration by the Evaluation Committee.

"EIGHTH JDC" is the Eighth Judicial District Court for Taos, Union, and Colfax Counties.

"Group Counseling" means weekly gender and culturally specific counseling sessions, provided by a licensed/certified/trained practitioner to two or more (not to exceed 15) participants at a given time as they progress from phase one through phase four of the program.

"Individual Therapy" means a psychotherapeutic session between therapist and client wherein evidence-based practices are utilized to create a collaborative process that motivates the client toward healthy behaviors and improved quality of life.

"Offeror" is any person, firm, corporation or partnership who chooses to submit a proposal.

"RFP Manager" means the person authorized by the EIGHTH JDC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsive Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data supporting financial resources, production or service facilities, personnel, service reputation, and experience adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Screening and Assessment" means utilization of evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, conducted on all incoming participants to identify, diagnose and determine appropriate level of care that is specific to the individual. The yielded information is shared with the Adult Drug Court team to the extent that it does not jeopardize confidentiality.

“Surveillance” means monitoring and drug testing of Drug Court participants within the community to ensure program compliance. This includes reporting findings to other Team Members, as well as the Court at the time of case staffing and Judicial Reviews. Surveillance Officers may perform their duties at any time of the day or night, as may be determined by the Adult Drug Court Team, the Program Manager and/or the presiding Adult Drug Court Judge.

“Treatment Plan” means an INDIVIDUALIZED plan for substance abuse/misuse treatment services that is prepared by a licensed/certified practitioner for each program participant within 30 days of acceptance. Plans shall be reviewed and updated every ninety (90) days, or earlier than ninety (90) days as level of care needs dictate. Plans shall be approved by the presiding Drug Court Judge, and copies shall be forwarded to the District Court Program Manager.

#### F. BACKGROUND INFORMATION

Nationally, the Drug Court model has been in operation since 1989. Based upon 30 years of research surrounding drug courts, it has been proven many criminal behaviors are directly or indirectly associated with drug and alcohol use, and by treating the offender for their underlying addiction, the criminal behavior is less-likely to be repeated.

Drug courts transform the traditional roles of both criminal justice practitioners and AOD treatment providers. Drug courts provide a collaborative and non-adversarial model of justice while using a team approach to address the needs of the drug abusing offenders. Drug courts link participants with effective treatment services, and community resources. The Judge is the central figure in the team effort, whose focus is on ensuring participants are working towards sobriety, remaining drug free, and are held accountable for their actions. The Drug Court Team focuses on keeping participants engaged in treatment, and provide collaborative feedback to encompass each team member's role. The treatment provider should focus primarily on developing a therapeutic relationship with the participant. In turn, treatment providers are required to keep the court informed of each participant's progress so that rewards and sanctions can be provided.

The EIGHTH JDC Adult Drug Court program has been in operation since September 1999. The finalist will provide treatment, supervision, support, and assistance to program participants by identifying substance abuse/misuse patterns, identifying short and long-term goals based on individual risk and need factors, and enhance public safety by assisting offenders in adopting a productive and law-abiding lifestyle. The program will also provide offenders an opportunity for diversion from recurring entry into the criminal justice system by offering enhanced services as deemed appropriate through objective assessments and program requirements. Enhanced treatment, accountability, and supervision of the offenders will reduce recidivism, thereby reducing both short- and long-term financial cost of managing offenders in penal institutions.



Prospective candidates of the Adult Drug Court program are individuals who have been arrested or adjudicated, and their cases are referred to the District Court Program Manager. Upon receiving the referral, the District Court Program Manager forwards the referral to the Treatment Provider for an assessment for purposes of determining eligibility based on the criteria set forth by the Adult Drug Court Team. Candidates who may be considered appropriate are High Risk/High Need individuals, whose charges are drug or alcohol related, were committed while under the influence, or in support of their addiction or dependence.

The EIGHTH JDC Adult Drug Court program is divided into four active phases with a total of 48 weeks; each phase is dependent on participant progress, and ability to meet individual phase benchmarks. The program is designed in such a way that as the participant makes progress in their substance use treatment, the participant can move from a highly supervised treatment program in Phase 1, to a less intensively supervised treatment program in Phase 4.

The participant's progress and program participation is monitored on a daily and weekly basis. Completion of all weekly components is required before advancing to the next credit week. The participant is expected to do everything in regard to program requirements in order to advance to the next program phase. As the participant advances from one phase to the next, the time to report to the Adult Drug Court Program diminishes incrementally. Incentives and sanctions are imposed at the recommendation of the Adult Drug Court Team along with the Drug Court Judge, who will make the final determination.

### **III. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule for the procurement and describes the major procurement events and conditions governing the procurement.

#### **A. SEQUENCE OF EVENTS**

The RFP Manager will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	EIGHTH JDC	December 3, 2020
2. Deadline to Submit Acknowledgement of Receipt of Request for Proposals Form	Potential Offerors	December 10, 2020
3. Deadline to Submit Questions	Potential Offerors	December 10, 2020
4. Response to Written Questions	EIGHTH JDC	December 14, 2020
5. Submission of Proposal	Potential Offerors	December 17, 2020
6. Campaign Contribution Disclosure	Potential Offerors	December 17, 2020

7. Proposals Evaluation	Evaluation Committee	December 18, 2020- January 5, 2021
8. Selection of Finalists	Evaluation Committee	January 5, 2021
9. Finalize Contract	EIGHTH JDC /Offeror	January 25, 2021
10. Award Contract	EIGHTH JDC /Offeror	January 25, 2021
11. Protest Deadline	Offeror	February 10, 2021

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

### 1. Issue of RFP

This RFP is being issued by the EIGHTH JDC on December 3, 2020. Additional copies of the RFP can be obtained from the RFP Manager or viewed on the EIGHTH JDC website <https://eighthdistrictcourt.nmcourts.gov>.

### 2. Deadline List Response Due

Potential Offerors should hand-deliver, facsimile, or by registered certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Attachment A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by 4:00 PM on December 10, 2020 to the RFP Manager (see Section I, Paragraph D).

The procurement distribution list shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 4:00 PM on December 10, 2020. All written questions must be addressed to the RFP Manager (see Section I, Paragraph D).

### 4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on December 14, 2020, to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form shall accompany the distribution package. The form shall be signed by the Offerors

representative, dated, and hand-delivered or returned by, facsimile, or by registered/certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the RFP Manager no later than three (3) days after any response and/or amendments are issued.

#### 5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE RFP MANAGER NO LATER THAN 4:00 PM ON December 17, 2020. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the RFP Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to clearly indicate that they are in response to Adult Substance Abuse Treatment Services for the EIGHTH JDC Request for Proposals. Proposals must be sealed. Proposals submitted by e-mail or facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

#### 6. Campaign Contribution Disclosure

Pursuant to NMSA 1978, 13-1-191.1, potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment C) on December 17, 2020.

#### 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the EIGHTH JDC. This process will begin on December 18, 2020 with review period lasting through January 5, 2021. During this time, the RFP Manager may, initiate discussions with the Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussions. Discussions SHALL NOT be initiated by the Offerors.

#### 8. Selection of Finalists

The Evaluation Committee will select, and the RFP Manager will notify the finalists on January 5, 2021. Only finalists will be invited to participate in the subsequent steps of the procurement.

#### 9. Finalize Contract

The contract will be finalized with the most advantageous Offeror on January 25, 2021. In the event that mutually agreeable terms cannot be reached within the time specified, the EIGHTH JDC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

#### 10. Contract Award

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP on January 25, 2021.

#### 11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 4:00 pm February 10, 2021. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the RFP Manager. The protest must be delivered to the RFP Manager at the address listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

### C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the AOC's or General Services Department State Purchasing Division of the State of New Mexico Guidelines Governing Procurement.

#### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

#### 2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the EIGHTH JDC. The EIGHTH

JDC will make contract payments only to the prime contractor.

4. Subcontractors

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the EIGHTH JDC.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The EIGHTH JDC personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the RFP Manager.

7. Proposal Offer Firm

Responses to this RFP will be considered until December 17, 2020.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents will be open to the public, except for the material which is proprietary or confidential. The RFP Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted with the words "proprietary" or "confidential," subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3-A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the RFP Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will not be disclosed. The proposal shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the EIGHTH JDC or any of its departments or agencies to the service offered until a valid written contract is approved by the EIGHTH JDC.

10. Termination

This RFP may be cancelled at any time up to and including the deadline for submitting protests, and any and all proposals may be rejected in whole or in part when the EIGHTH JDC determines such action to be in the best interest of the EIGHTH JDC and the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The EIGHTH JDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The EIGHTH JDC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the RFP Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the EIGHTH JDC in writing through the RFP Manager in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the EIGHTH JDC and the Contractor(s) will follow the format specified by the EIGHTH JDC and contain the terms and conditions set forth in Attachment B, "Contract Terms and Conditions." However, the EIGHTH JDC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the EIGHTH JDC's terms and conditions, as

contained in this Section or in Attachment B, such Offeror must propose specific alternative language that would be acceptable to the EIGHTH JDC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the EIGHTH JDC and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval by the EIGHTH JDC and AOC General Counsel.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the EIGHTH JDC.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiations, will be discussed only between the AOC, the EIGHTH JDC and the selected Offerors and will not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror's Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

19. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The EIGHTH JDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the EIGHTH JDC, representing the Contractor adequately.

21. Notice of Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kickbacks.

22. EIGHTH JDC Rights

The EIGHTH JDC reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and the contract term, potential Offerors, and Contractors must secure from the EIGHTH JDC, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the EIGHTH JDC and the State of New Mexico.

25. Electronic Mail Address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the EIGHTH JDC, the version maintained by the EIGHTH JDC shall govern.

27. Suspension and Debarment Requirement

The Offeror shall certify, by signing the agreement attached hereto as Attachment D, that to the best of Offeror's knowledge and belief, the Offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State department or agency.

#### **IV. SPECIFICATIONS**

This section contains relevant information concerning the task to be performed by the



Contractor. Offeror should respond in the form of a narrative to each specification. The narrative, along with the required supporting material will be evaluated accordingly.

#### A. DETAILED SCOPE OF WORK

All of the following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment. This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program.

The Contractor shall work closely with the EIGHTH JDC Adult Drug Court Program to carry out the tasks and complete the objectives of this service contract.

All practitioners/counselors/therapists utilized by Offeror must meet the requirements set forth by the Regulation & Licensing Division of the State of New Mexico in Chapter 61 Professional and Occupational Licenses, NMSA 1978 and comply with all applicable State and Federal laws. Counselors must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice NMSA 61-9A-5-F-G. The Licensed Mental Health Counselor (LMHC) must work under supervision at all times when providing mental health counseling, and the Licensed Substance Abuse Associate (LSAA) must work under supervision at all times when conducting substance abuse counseling. Treatment Provider must provide an interpreter for clients with Limited English Proficiency (LEP) and meet the needs of LEP, sight impaired, deaf and hard of hearing clients for all services required tendered by the provider.

The EIGHTH JDC Adult Drug Court Program services shall include:

- The Contractor shall be Medicaid certified and shall determine if all current and incoming participants are on Medicaid, or have private insurance. The Contractor shall ensure that every participant who is Medicaid eligible applies for Medicaid services. Once a participant is on Medicaid/private insurance, the Contractor will bill Medicaid/private insurance first, and then the EIGHTH JDC. The Contractor will provide all information regarding its billing of Medicaid/private insurance to the EIGHTH JDC on a monthly basis.
- Screening & Assessment – Screening and assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in drug court shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g. from family members and District Court Program Manager). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible and no later than seven (7) days

from the date of referral. **Per Medicaid/Private Insurance Fee Schedule**

- The Contractor agrees to provide the District Court Program Manager with written notice of all screenings and assessments as soon as possible, but not later than 24 hours of completed appointment.
- Individual Treatment Plan – An individual treatment plan will be prepared within 14 and no later than 30 days of acceptance into the Adult Drug Court Program by a licensed/certified practitioner for each program participant to be reviewed and approved by the presiding drug court judge. **Per Medicaid/Private Insurance Fee Schedule**
- Individual Therapy – Individual Therapy will be provided for each participant by a licensed/certified practitioner as desired or as determined by the individual treatment plan. Contractor agrees to provide individual therapy on a weekly basis. **Per Medicaid/Private Insurance Fee Schedule**
  - The Contractor agrees to reschedule any cancelled Individual Therapy sessions and notify District Court Program Manager of such schedule changes/cancellations.
- Group Counseling – Group counseling will be provided for each participant by a licensed/certified practitioner as required per ongoing evaluation, assessment and program progress. Contractor agrees to provide trauma informed, gender-specific, and culturally competent groups on a weekly basis. **Per Medicaid/Private Insurance Fee Schedule**
  - Adult Moral Reconciliation Therapy (MRT) has been utilized by the Adult Drug Court program historically for Group Counseling. If the Contractor chooses to utilize the MRT model, Contract must provide a certified facilitator trained in the MRT treatment model. Facilitator must be capable of facilitating one (1) or more MRT sessions each week. Group size should be no more than 15 clients at any time. The EIGHTH JDC has MRT workbooks that can be utilized by Adult Drug Court clients until the stock is depleted.
  - If the Contract utilizes a model other than MRT, it must be an evidence-based, cognitive behavioral therapy. The Contract must provide proof of evidence-based approach, with proof of training, to the EIGHTH JDC for approval.
  - The Contractor agrees to reschedule any cancelled Group sessions and notify District Court Program Manager of such schedule changes or cancellations.
- Outpatient and/or Intensive Outpatient Treatment- as required pursuant to the client's clinical needs as stated in the treatment plan – services will be provided for each participant by an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the EIGHTH JDC, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated, and will attempt to address the following general goals:
  - To achieve abstinence
  - To foster behavioral changes that support abstinence and a new lifestyle

- To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-Step fellowship, etc.)
- To assist clients in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements)
- To assist clients in developing a positive support network
- To improve the client's problem-solving skills and coping strategies
- CONTRACTOR records must contain documentation of training of staff according to the agency's treatment model. To the extent possible, the CONTRACTOR agrees to provide gender specific groups on a weekly basis as appropriate to Drug Court clientele. The CONTRACTOR agrees to allow the COORDINATOR to observe sessions, as needed. **Per Medicaid/Private Insurance Fee Schedule**
- Family Intervention Services – Family intervention services will be provided by a licensed/certified practitioner as needed. **Per Medicaid/Private Insurance Fee Schedule**
- Case Management – The Contractor will provide a continuum of care through partnerships and make appropriate referrals. This includes referrals to appropriate services to meet individual level of care needs, such as: detox, outpatient, intensive outpatient, day treatment, and residential services. In addition, linkage to local support services such as housing, transportation, childcare services, employment training, and continuing care will be provided as needed. **Per Medicaid/Private Insurance Fee Schedule**
- Aftercare Group Sessions – The Contractor will provide aftercare services as needed and in accordance with Adult Drug Court policy. **Per Medicaid/private insurance Fee Schedule**
- Court Liaison Services – The primary treatment-providing staff member, or a staff member fully informed of client needs and progress, will participate in team meetings and Adult Drug Court hearings on a weekly basis. For continuity purposes, the person providing these services should consistently be the same person with only occasional substitutes. The Contractor must agree to provide progress reports on individual participants', and service provision updates to the EIGHTH JDC Adult Drug Court program during weekly staffing meetings. Written status reports will include, at a minimum, participant progress and attendance at program requirements, problems encountered, and recommendations for the team.
- Drug Screening – The Contractor shall provide on-site, observed, rapid drug screening with results available within five (5) minutes; all drug screening results shall be recorded. Contractor shall comply as follows:
  - Shall employ trained personnel, male and female observer/collectors, who are acceptable to the EIGHTH JDC Adult Drug Court Program.
  - Availability to collect daily, Monday through Sunday; hours to be determined in coordination with the District Court Program Manager.
  - Minimum of twelve (12) panel drug screening to include: Amphetamines (AMP); Benzodiazepines (BZO); Buprenorphine (BUP); Cannabinoids (THC); Cocaine(COC); Ecstasy(MDMA); Ethyl Glucuronide

- (EtG, Alcohol); Fentanyl (FTY); Methadone(MTD); Methamphetamine (MET); Opiates (OPI); Oxycodone (OXY).
- Alcohol screening with approved breath analyzer.
- Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative results; Arrange for PH or creatine screening or other acceptable method to determine flushing or dilution.
- Observers/collectors shall follow established EIGHTH JDC Adult Drug Court Program protocols.
- Random drug screening shall follow established Adult Drug Court program protocols for each participant, and may include weekends and holidays unless otherwise directed by the EIGHTH JDC Adult Drug Court Program.
- Any positive drug screens will be immediately reported to the District Court Program Manager.
- Surveillance Visits- Perform scheduled visits at participant's home, work, and/or community service location. Visits are to verify compliance with Drug Court Program requirements. Drug tests may be performed during these visits by properly trained staff.
- Contingency Management- The Contractor shall work with the District Court Program Manager and the Drug Court Team to establish a meaningful contingency management system to serve as the basis for short term and long-term incentives and sanctions. This includes recognizing significant achievement within the program phases and for graduation upon program completion; in addition to sanctions for negative behaviors.

## B. BUSINESS SPECIFICATIONS

### 1. Project Time Frame

The project is scheduled to begin on March 1, 2021. Please describe the proposed time-line of services provided to participants.

## C. MANDATORY SPECIFICATIONS

### 1. Facilities

Include detailed narrative on available facilities for individual, group, and/or other treatment services; restrooms for gender specific drug and alcohol testing; storage and limited access to drug testing equipment/supplies; computers, and office equipment.

### 2. Project Reporting

Offerors must agree to prepare progress reports on individual participants and service provision utilizing data entered into the Adult Drug Court Database (DIMS) by Contractor. Reports will be required weekly to the Adult Drug Court Program during participation in team meetings and hearings. Written status reports will

include, at a minimum, participant progress, problems encountered, and recommendations for the team.

3. Offeror Experience

The Offeror, and any individual providing services under the terms herein, including but not limited to staff, contractors, subcontractors, associates, lead professionals, therapists, counselors, must be qualified and adequately trained and meet all State and Federal licensure requirements to provide the unique treatment required by drug court participants. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice NMSA 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling. The Offeror shall, at a minimum, be Licensed Substance Abuse Associates (LSAAs) under the laws of New Mexico. It is understood that an LSAA must be under the supervision of a Licensed Alcohol and Drug Abuse Counselor (LADAC). The Offeror shall be experienced in working with adults and/or the judicial system. The Offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subcontractors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to screening and assessment, individual therapy, group therapy, development of individual treatment plans and on-site drug testing services.

4. Liability Insurance

Submit evidence of the organization's or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the Contractor pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps being taken to obtain such insurance and provide any assurances received from insurance carriers. Prior to the expiration date of said policy, the Contractor shall provide proof of renewal.

5. Cost

Offeror must propose one firm, fixed, fully loaded hourly rate **per service** category below for Contractor, its employees, or subcontractors. This cost breakdown shall be submitted under Section C of the proposal summary. The firm, fixed, fully loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor and personnel, as well as subcontractor personnel, if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice. This rate shall be calculated for a matrix of up to **15 participants per month** during the term of the contract.

It is required that the Offeror bill Medicaid and/or private insurance first, and the rate for uninsured clients is similar to the established Medicaid Rate. Although subject to change, approximately \$82,950.00 before current New Mexico Gross Receipts Tax (GRT) per year is allocated for treatment, supervision, and administrative costs. The Offeror must agree not to bill the EIGHTH JDC for any services that are otherwise covered by insurance.

Please utilize the format below:

<b>Service Category</b>	<b>Cost Per Hour/Client</b>	<b>Cost Multiplier (specify multiplier)</b>	<b>Estimate of what will be billed to Medicaid/ insurance</b>	<b>Total Cost</b>
<b>Screening &amp; Assessment</b>	Cost per participant	Approximately 3 referrals per month	\$	\$
<b>Individual Treatment Plan with updates</b>	Cost per participant	Approximately 5 per month	\$	\$
<b>Individual Therapy</b>	Cost per session	Per client per month (Approx. 4 per month)	\$	\$
<b>Group Counseling</b>	Cost per hour	Per client per month (Approx. 4 per month)	\$	\$
<b>Outpatient and/or Intensive Outpatient</b>	Cost per hour	Per client per month	\$	\$
<b>Miscellaneous Counseling</b>	Cost per hour	Per client per month (Approx. 4 per month)	\$	\$
<b>Court Liaison Services</b>	Cost per hour	Minimum 12 hour sessions per month (Pre-staffing, Staffing, Court)	\$	\$
<b>Case Management</b>	Cost per session / 15 minutes	Per client per month (Approximately 8 / 15 minute sessions)	\$	\$
<b>Drug Screening</b>	Cost per unit	Per client per month (Approx. 12 tests)	\$	\$
<b>Drug Screening Lab Testing</b>	Cost per unit	Approximately 10% of all months tests *	\$	\$
<b>Breathalyzer Testing</b>	Cost per unit	Per client per month (Approx. 3 tests)	\$	\$
<b>Surveillance Service</b>	Cost per 15 m.	Per client per month (Approx. 4 visits)	\$	\$
<b>Administrative Services (monthly flat rate preferred)</b>	Monthly cost	Indicate specifically what services are being billed as administrative services.	\$	\$
<b>Total Treatment Cost for 15 Participants per month</b>				\$

\*Historically, tests that are positive on the instant cup are sent for confirmation or if there is suspicion of tampering, on average approximately 24 tests per month.

#### D. ADDITIONAL SPECIFICATIONS

Answer ALL questions and follow numbering format in response.

1. Provide the National Provider Identifier (NPI) numbers associated with your healthcare provider organization, the supervising provider, and individual providers of clinical services. If these are not readily available, please provide timeline detailing when they will be available for billing to Medicaid.
2. What is your agency's philosophy of treatment?
3. What criteria does your agency use to determine appropriate levels of care?
4. What levels of care does your agency provide?
5. What are the key elements of your agency's design?
6. Does your agency utilize evidence-based manualized treatments curricula? If so, please describe which curricula is used.
7. How does your agency address cultural-specific needs of the client population? Please explain what training your staff has had in the past 12 months.
8. What attempts have been made to ensure trauma informed services are provided by your agency's staff?
9. What experience does your agency have in providing services to justice-involved populations?
10. Does your agency have a formal fiscal management and accounting procedure in place? If so, please describe.
11. Please describe how Medicaid and private insurance billing will be documented.
12. What processes are in place to assist the uninsured in accessing insurance coverage, through either Medicaid or federal/state/private insurance exchanges?
13. Does your agency assess individuals in a manner to ensure medical necessity in conformance with Medicaid protocols?
14. Are the treatment modalities offered in conformity with the state Medicaid plan?
15. Are services time driven or based on clinical and medical need?
16. Does the program support medication assisted treatment (MAT) approaches to recovery?
17. Does the program have a MAT prescribing physician/nurse practitioner on staff? If so, what specialized training or certification has been received?
18. Does the program have established relationships with MAT prescribing physicians in the community?

#### V. **RESPONSE FORMAT AND ORGANIZATION**

##### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

##### B. NUMBER OF COPIES

Offeror shall deliver one (1) original, three (3) identical copies, and one (1) electronic copy of their proposal on or before the closing date and time for receipt of



proposals.

### C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a 3-ring binder/folder with tabs delineating each section.

#### 1) Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications
- e) Budget Cost and Breakdown
- f) Suspension and Debarment Form
- g) Campaign Contribution Form
- h) Response to EIGHTH JDC Terms and Conditions
- i) Offeror's Additional Terms and Conditions
- j) Updated Resume with all applicable Diplomas, Certification(s), Certificate(s) of Completion, Licensure(s), Business License, of staff.
- k) Professional References
- l) Proof of Insurability as required herein.
- m) Other Supporting Material

Within each section of their proposal, Offeror should address the items in the order in which they appear in the RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to the requirements may be deemed non-responsive and rejected on that basis.

Offeror may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

#### 2) Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting firm/Offeror, including address, phone number, and website;
- b) Identify the name and title of the person authorized by the firm/Offeror to contractually obligate the firm/Offeror;

- c) Identify the name, title, email, and telephone number of the person authorized to negotiate the contract on behalf of the firm/Offeror;
- d) Identify the names, titles, emails, and telephone numbers of the persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the firm/Offeror; and
- g) Acknowledge receipt of any and all amendments to this RFP.

### 3) Resume

Each proposal must attach an updated resume of the Director, Chief Financial Officer and staff who will be performing services for participants, with all applicable Diplomas, Certification(s), Certificate(s) of Completion. Licensure(s), Business License, of staff.

### 4) Professional References

Each proposal must provide two (2) professional reference letters in support of the Offeror. Through the references provided, the EIGHTH JDC will evaluate the performance of and professionalism shown by the Contractor for work performed for other agencies in New Mexico.

## **VI. EVALUATION**

### A. EVALUATION POINT/TABLE SUMMARY

The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

#### **Criteria**

The following criteria and potential points awarded are clarified as follows.

1) Eligibility and Program Components	45 points
2) Financial Requirements	15 points
3) Experience and References	30 points
4) Presentation of Materials	<u>10 points</u>
TOTAL POINTS	100

### B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The RFP Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked, or choose, to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose Proposal is most advantageous to the EIGHTH JDC, taking into consideration the evaluation factors in Section V, will be recommended for the contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## ATTACHMENT A

### Acknowledgement of Receipt of Request for Proposals Form

REQUEST FOR PROPOSALS Substance

Abuse Treatment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy of the RFP for Adult Substance Abuse Treatment Services in the EIGHTH JDC, beginning with the title page and table of contents and ending with Attachment D.

This acknowledgment of receipt should be signed and returned to the RFP Manager no later than 4:00 PM on December 10, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the EIGHTH JDC's written responses to those questions, as well as RFP amendments, if any are issued.

ORGANIZATION: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

The name and address will be used for all correspondence related to the Request for Proposals.

Firm **does/does not** (circle one) intend to respond to this Request for Proposals.

|

## ATTACHMENT B

### Contract Terms and Conditions

**STATE OF NEW MEXICO  
EIGHTH JUDICIAL DISTRICT COURT**

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
RATON ADULT DRUG COURT TREATMENT AND SUPERVISION SERVICES**

THIS AGREEMENT is made and entered into this 1st day of March, 2021 by and between the **EIGHTH JUDICIAL DISTRICT COURT, TAOS COUNTY**, hereinafter referred to as the "**DISTRICT COURT**," and **Contractor**, hereinafter referred to as the "**CONTRACTOR**."

ADDRESS AND PHONE NUMBER OF CONTRACTOR:

**Street**  
**City, State, Zip Code**

PHONE NUMBER OF CONTRACTOR:

**Phone Number and Cell Phone Number**

EMAIL OF CONTRACTOR:

**E-mail address and website if applicable**

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

**A. The Contractor shall perform the following work:**

This contract will provide for professional treatment and supervision services in support of the RADC in Colfax County. This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program. CONTRACTOR shall agree to audits of service records and provider credentialing documentation upon request. In fulfilling the requirements of this Agreement, the Contractor will complete the following tasks:

- A. The Contractor will provide treatment and supervision services for the RADC clients, with a matrix of approximately 15 adult clients per month, beginning

March 1, 2021 through June 30, 2022.

- B. The Drug Court services supplied by the Contractor will adhere to the New Mexico Judiciary Drug Court Standards (revised and approved October 2016, located at <https://pscourts.nmcourts.gov/standards.aspx>, and hereby incorporated herein) and follow the Treatment Provider Standards to include providing copies of all clinical staff licenses, business licenses, New Mexico Tax and Revenue Department Certificate, and evidence of professional liability insurance coverage.
- C. The Contractor shall identify and provide a New Mexico certified licensed clinician to be assigned to supervise treatment staff and utilize providers, in support of this Contract, in accordance with the State of New Mexico Substance Abuse Counselor Act, Ch. 61, Laws of 1966, HB790. The Contractor shall take reasonable steps to limit personnel reassignments to these positions and consult with the EIGHTH JDC when changes are necessary.
- D. The Contractor will adhere to the Policy and Procedure Manual revised and adopted by the RADDC team which is incorporated herein. When necessary, the Contractor will participate in Policy and Procedure meetings to discuss modifications.
- E. Client and program data will be collected and entered into the Drug Court database by the Contractor in accordance with Appendix K: Data Elements of the New Mexico Judiciary Drug Court Standards. Contractor agrees that the District Court will house the official database by receiving weekly transfers of the data from the Contractor to the District Court.
- F. The Contractor will assist uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other available private and public insurers. Results of enrollment applications whether accepted or denied shall be provided to the District Court at the conclusion of this contract term. Should a participant be covered by Medicaid, the Contractor will (if the contractor is Medicaid-certified) bill Medicaid first and then the EIGHTH JDC. The Contractor shall make efforts to become Medicaid certified, and advise the Court of all such efforts on a quarterly basis. Once the Contractor is Medicaid certified, they shall make efforts to remain Medicaid certified; if there is a change to their Medicaid certification status the EIGHTH JDC must be immediately notified, and the contract will be reviewed. The Contractor will maintain all records necessary to provide documentation concerning the amounts billed to Medicaid by any provider of services and shall report this information to the EIGHTH JDC on a bi-monthly basis.
  - a. The Contractor will bill Medicaid or other insurance promptly for all services eligible for payment by Medicaid, Medicare, or other insurance, if certified and able to do so. The Contractor agrees to make every effort to be reimbursed by participants'



primary/secondary insurance before billing the Eighth JDC.

- b. The Contractor agrees NOT to bill the Eighth JDC for any service considered treatment unless evidence is provided to show (1) the uninsured participant was denied insurance coverage by all reasonably available insurers, including Medicaid and Medicare or (2) the insured participant's coverage denied payment for the treatment service for a reason other than a failure or omission of the Contractor, as indicated in an Explanation of Benefits or other documentation provided by the insurer.
  - c. The Contractor agrees to bill the Eighth JDC only the amount that would have been billed/paid if (1) the participant had been eligible for coverage or (2) participants' coverage did not deny payment for treatment services for a reason other than failure or omission of the Contractor.
- G. The Contractor and the Eighth JDC agree to abide by HIPAA, 42 CFR Part 2, State and Federal confidentiality provisions, to include obtaining necessary waivers and release of information consent in the performance of this contract.
- H. The Contractor will provide RADC treatment and supervision which includes but is not limited to the following:
- 1. **Screening and Assessment:** An assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Assessment shall include evidence-based and validated instruments including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory or other types of testing, and from ancillary information (e.g., from family members and District Court Program Manager, if available). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, and no later than the next scheduled staffing from the date of referral. **The Contractor shall be paid \$XX per client for performing this screening and assessment.**
  - 2. **Individual Treatment Plan:** An individual treatment plan will be provided as soon as possible, and no later than 30 days, from the date of acceptance into the RADC Program for each participant by a licensed/certified practitioner for each program participant. The presiding drug court judge shall review the plan **(included with Screening/Assessment)**.
    - a. Treatment Plan updates will be conducted every 90 days or as therapeutically necessary; **The Contractor shall be paid for this service at a rate of \$XX per client.**
    - b. Updated treatment plans shall be provided to the District Court

- Program Manager via fax or hard copy; and
- c. Updated treatment plans shall be provided to the District Court Program Manager as soon as possible, but no later than, 24 hours following completion if completed on Monday – Thursday and 72 hours if completed on Friday – Sunday or holiday.
3. **Individual Therapy:** Individual Therapy will be provided for each participant by a licensed/certified practitioner according to phase requirements/ therapeutic response. A session shall last no less than 30 minutes unless terminated early for therapeutic or other emergency reasons. **The Contractor shall be paid for this service at the rate of \$XX per client/per session.**
- a. The District Court Program Manager, or designee, may observe any individual treatment session on a random, intermittent basis.
  - b. Efforts will be made to reschedule individual therapy sessions if the schedule change is requested in advance by the client, or on the part of the Contractor in the event of unavailability. A “No Show” on the part of the client may be rescheduled if the provider’s schedule allows, but is not required if the absence was not communicated with sufficient notice.
  - c. District Court Program Manager will be notified of any schedule changes or cancellations.
4. **Group Counseling:** Group counseling sessions will be provided for each participant by a licensed/certified practitioner on a weekly basis. The group sessions must utilize an evidence-based, cognitive behavioral therapy and the Contractor will provide proof of the evidence-based approach to the EIGHTH JDC. The Contractor agrees to provide trauma-informed, gender, and culturally-specific groups. **The Contractor shall be paid for this service at the rate that would have been paid by Medicaid for the type of Group provided/session.**
- a. The District Court Program Manager, or designee, may observe any group session on a random, intermittent basis;
  - b. All efforts will be made to reschedule group therapy sessions if the schedule change is on the part of the Contractor in the event of unavailability.
  - c. District Court Program Manager will be notified of any schedule changes or cancellations.
5. **Court Liaison Service:** The Contractor’s representative(s) shall be knowledgeable about each participant’s treatment progress and will be available for staffing meetings and hearings, currently held on Wednesdays from 3:00-5:00 pm. **The Contractor shall be paid for this service at the rate of \$XX per session.**
6. **Case Management Services:** The Contractor will maintain a Program

Director and an Administrative Assistant to meet with clients according to phase requirements. The Contractor will refer participants to local support services such as housing, transportation, child care services, employment training, educational support, and continuing care as needed; prepare referrals to appropriate services to meet individual level of care needs, such as: detox, outpatient, intensive outpatient, day treatment, and/or residential services; monitor and document client attendance and adherence with weekly and phase-specific requirements. **The contractor shall be paid for this service at the rate of \$XX per client/per session.**

7. **Drug Screening:** The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded to the District Court Program Manager within 24 hours of testing. **The Contractor shall be paid for this service at the rate of \$XX per client/per session.**
  - a. All sample collections are observed by a person of the appropriate gender;
  - b. The chain of custody is documented;
  - c. Randomized testing occurs seven days a week, including holidays, so the client always has a two-in-seven chance of being tested;
  - d. Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative lab results in a manner that allows confirmation results as quickly as possible, ideally within 48 hours; the Contractor shall be paid for this service at the rate of **\$XX per unit for this confirmatory Lab testing.**
  - e. The treatment counselor shall be immediately notified of all positive onsite drug tests results and/or breath analyzer test results;
  - f. Alcohol screening with approved Breathalyzer shall be provided by the Contractor;
  - g. Administer, according to phase level requirements, a ten (10) panel drug screening which should include a variation of: Amphetamines (AMP); Benzodiazepines (BZO); Buprenorphine (BUP); Cannabinoids (THC); Cocaine(COC); Ecstasy(MDMA); Ethyl Glucuronide (EtG, Alcohol); Fentanyl (FTY); Methadone(MTD); Methamphetamine (MET); Opiates (OPI); Oxycodone (OXY);
  - j. The Contractor shall provide a phone service of instant notification by which all information related to drug testing and scheduled programming can be disseminated to all participants in English as well as comply with Language Access Requirements of the Judiciary.
8. **Aftercare Sessions:** The Contractor will provide aftercare services as needed and in accordance with RADC policy. **The Contractor shall be paid for this service at the rate that would have been paid by Medicaid**

**for the type of service provided/session.**

- a. The Contractor shall complete aftercare planning in Phase 4, and submit a finalized aftercare plan to the District Court Program Manager and Adult Probation and Parole, if client is to remain on supervision, upon commencement.

**9. Surveillance Officer:** The Contractor will provide surveillance services in accordance with RADC Policy.

- 1) Conduct surveillance, for both scheduled and random, home visits of each client according to phase requirement, a surveillance report for all visits shall be submitted;
- 2) Drug testing may be performed during surveillance visits. If the Surveillance Officer has suspicion a client is under the influence of an intoxicating liquor or drug, or if arrangements have been made with the Case Manager for a required drug screen to occur during a surveillance visit. Unless the screening utilizes a Portable Breath Test (PBT) or an Oral Swab, urinalysis drug screens shall be unobserved if the client is of the opposite gender, with notification to Contractor that the client must report the next available testing day for a gender-appropriate observed drug test;
- 3) All surveillance visits will be documented according to Contractor's policy and procedure, with an electronic record reflected in the Drug Court Database;
- 4) Any surveillance officer(s) may be required to attend staffing and drug court sessions, as requested by the Drug Court Judge or Program Manager;
- 5) Any Surveillance Officer must complete the Court Officer Basic Training (COBT) with 90 days of this contract start date, or their date of hire, whichever applies;
- 6) Surveillance Officer must complete harassment training provided by Contractor with 30 days of his contract start date, or their hire date, whichever applies;
- 7) Surveillance Officer must report all interactions with clients utilizing the 1084 Field Safety and Support application. Case Manager and Program Specialist will monitor Field progress.

- I. The Contractor agrees not to cancel any programming, activities, sessions, or meetings with participants without sufficient notification to each

participant. Any such cancellations must be submitted to the District Court Program Manager upon cancellation.

- J. The Contractor agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed drug testing, positive drug testing and positive breath analysis testing.
  - a. Incident reports may be provided to the program coordinator via e-mail, fax, or hard copy, and
  - b. Incident reports shall be provided to the program coordinator as soon as possible, and within 24 hours if an incident occurs Monday – Thursday; and 72 hours if an incident occurs Friday – Sunday or holiday.
- K. The Contractor will assure all treatment and supervision staff are trained in the Drug Court Model within two months of commencing work with Drug Court clients. Ongoing training requirements are incorporated into RADC Policy and Procedure. Contract staff shall make efforts to attend trainings hosted by the Court, or view trainings independently, and provide the District Court Program Manager with proof of attendance to any Drug Court related training. In addition, the Contractor shall have all staff who work directly with Drug Court clients attend any conferences hosted by the New Mexico Association of Drug Court Professionals, or its equivalent.
- L. The Contractor agrees to provide a system of responses to participant behavior (incentives/rewards, sanctions, and therapeutic responses) offering a range of options, in accordance with RADC Policy and Procedures and approved by the District Court Judge; **The contract amount allows for reimbursement of \$XX per month for contingency management incentives/materials.**
- M. The Contractor agrees to provide a space at their office where acupuncture services will be provided to clients twice a week by an independent contractor.

**N. LANGUAGE ACCESS REQUIREMENTS and AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor agrees to provide all necessary services, including but not limited to interpreters to those individuals who are serviced by Contractor in accordance with AOC and Court guidelines. Language Access Services shall be the Contractor's responsibility and be in compliance with all applicable federal state, and local laws, regulations, executive orders, and ordinances, including Title VI of the Civil Rights Act of 1965 and the Americans with Disabilities Act. The Contractor will provide services to Limited English Proficiency (LEP) individuals that meet the needs of LEP and deaf and hard of hearing clients through the use of bilingual employees, translation and interpretation and other auxiliary aids and services. The

Contractor will also provide services that reasonably meet the needs of clients with other disabilities. The Contractor's facilities must be accessible to person with disabilities or be provided at a location that complies with the Americans with Disabilities Act.

- O. The Contractor agrees to maintain all applicable licenses and abide by all county, city, state and federal laws.

**B. Services will be performed at:**

**Street**

**City, State and Zip Code**

**2. Compensation:**

The EIGHTH JDC shall pay the Contractor for services satisfactorily performed. Compensation under this AGREEMENT shall not exceed **\$XX** plus New Mexico Gross Receipt Tax (GRT).

The Contractor shall be Medicaid certified. The Contractor shall bill all eligible services to Medicaid first, and make every effort to be reimbursed by Medicaid for eligible services before billing the EIGHTH JDC. The EIGHTH JDC will make monthly payments for professional services, upon receipt of a detailed statement of services rendered on a monthly invoice.

This amount is a maximum and not a guarantee that the work assigned to be performed by CONTRACTOR under this Agreement shall equal the amount stated herein.

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the EIGHTH JDC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing, prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the EIGHTH JDC no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date

WILL NOT BE PAID.

Contractor must submit a detailed statement accounting for all services performed and expenses incurred by the 10<sup>th</sup> of every month. If the EIGHTH JDC finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defects or objections to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the EIGHTH JDC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the EIGHTH JDC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### **3. Term:**

THIS AGREEMENT commences on March 1, 2021 and ends on June 30, 2022, unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years except as set forth in Section 13-1-150 NMSA 1978.

### **4. Termination:**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the EIGHTH JDC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the EIGHTH JDC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for as determined by the EIGHTH JDC or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the

Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Immediately upon receipt by either the EIGHTH JDC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the EIGHTH JDC; 2) comply with all directives issued by the EIGHTH JDC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the EIGHTH JDC shall direct for the protection, preservation, retention, or transfer of all property titled to the EIGHTH JDC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the EIGHTH JDC upon termination and shall be submitted to the EIGHTH JDC as soon as practicable.

## **5. Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the EIGHTH JDC to the Contractor. The EIGHTH JDC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the EIGHTH JDC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **6. Status of Contractor:**

The Contractor and its agents and employees are independent contractors performing professional services for the EIGHTH JDC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to



bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the EIGHTH JDC.

**8. Subcontracting:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the EIGHTH JDC.

**9. Release:**

Final payment of the amounts due under this Agreement shall operate as a release of the EIGHTH JDC, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality:**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the EIGHTH JDC.

**11. Product of Service – Copyright:**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the EIGHTH JDC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act:**

The contractor warrants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**13. Amendment:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the District Court proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**14. Merger:**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law:**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance:**

The contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If contractor is found not to be in compliance with these requirements during the life of this Agreement, contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law:**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation:**

The contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District Court.

**19. Records and Financial Audit:**

The contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District Court, the Department of Finance and

Administration and the State Auditor. The District Court shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District Court to recover excessive or illegal payments.

## **20. Indemnification:**

The contractor shall defend, indemnify and hold harmless the District Court and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the contractor resulting in injury or damage to persons or property during the time when the contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the contractor, the contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District Court and the Risk Management Division of the New Mexico General Services Department by certified mail.

## **21. Invalid Term or Condition:**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

## **22. Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

### **23. Code of Conduct:**

- A. Discrimination or harassment based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, serious medical condition, sexual orientation, gender identity, socioeconomic status, political affiliation or any other reason by a Drug Court staff including a contractor will not be tolerated; nor shall retaliation against a person filing a complaint, participating in an investigation or reporting such discrimination or harassment be tolerated, even if there are no findings.
- B. Discrimination, retaliation, and harassment are unacceptable and are grounds for disciplinary action, termination of contract, and/or reporting to local law enforcement or other appropriate entities.
- C. A Drug Court staff person, including a contractor or a judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the AOC.
- D. Drug Court staff is prohibited from having any undue familiarity or relationship with any current or former Drug Court participant or their immediate family members, to include domestic partners or others who reside in the participant's home, agents, or close friends. This prohibition includes and extends to any relationship that is outside of the professional Drug Court staffing relationship, and includes any personal business or financial transactions.
- E. Drug Court staff is prohibited from giving or accepting gifts or gratuities from a current or former Drug Court participant or their immediate family members, to include domestic partners or others who reside in the participant's home, agents, or close friends.
- F. In the event of an allegation of discrimination, retaliation, and/or harassment, Contractor agrees to cooperate fully with any inquiry or investigation conducted by the AOC.

"DRUG COURT STAFF" is defined as any person involved in the Drug Court program, and includes Judges, DWI Drug Court Coordinators, other Court Staff, contractors, and all members of the Drug Court team, including treatment providers and their staff.

If you are aware of any of these violations, please report it to a member of the Drug Court Team as soon as possible, or to the Statewide DWI Drug Court Program Manager at 505-827-4800.

### **24. Notices:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first-class or certified, return receipt requested, postage prepaid, as follows:

To the EIGHTH JDC:

Attention:

Karl B. Brooks, Court Executive Officer  
Gino Unzueta San Miguel, Program Manager  
105 Albright Street, Suite N  
Taos, NM 87571  
Phone (575) 751-8620 Fax (575) 758-1413  
Email: [taodgus@nmcourts.gov](mailto:taodgus@nmcourts.gov)

To the Contractor:

**25. Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contractor certifies that neither he/she/it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

**26. Authority:**

If Contractor is other than a natural person, each individual signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**EIGHTH JUDICIAL DISTRICT COURT**

\_\_\_\_\_

Date: \_\_\_\_\_

Emilio J. Chavez, Chief Judge

**[Contractor]**

CONTRACTOR

\_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name, Position

**APPROVED:**

\_\_\_\_\_

Date: \_\_\_\_\_

Celina Jones, General Counsel  
Administrative Office of the Courts

**THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:**

The Records of the Taxation and Revenue Department reflect that the  
CONTRACTOR is registered for payment of the New Mexico gross receipts tax.

Yes \_\_\_\_\_ CRS #

No \_\_\_\_\_

The Records of the Taxation and Revenue Department reflect that the  
CONTRACTOR is exempt from payment of the New Mexico gross receipts tax.

Yes \_\_\_\_\_

No \_\_\_\_\_

BY: \_\_\_\_\_

TAX & REVENUE DEPARTMENT

\_\_\_\_\_

DATE

ATTACHMENT C

Campaign Contribution Disclosure Form



## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007), any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A. A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.

B. The disclosure shall indicate the date, the amount, the nature and the purpose of the contribution. The disclosure statement shall be on a form developed and made available electronically by the department of finance and administration to all state agencies and local public bodies. The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor for each competitive sealed proposal, sole source or small purchase contract. The form shall be filed with the state agency or local public body as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the Contractor signs the contract.

C. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

D. A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

E. A solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if:

(1) a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

(2) a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

F. As used in this section:

(1) "applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or

influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal;

(2) "family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

(a) a prospective contractor, if the prospective contractor is a natural person; or

(b) an owner of a prospective contractor;

(3) "pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals;

(4) "prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract; and

(5) "representative of the prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_

(Completed by State Agency or Local Public Body)

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## ATTACHMENT D

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between the EIGHTH JDC and the successful Offeror pursuant to this RFP is a "covered transaction," as defined by 48 C.F.R. Part 9. The EIGHTH JDC's contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to EIGHTH JDC in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the EIGHTH JDC for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the EIGHTH JDC for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although EIGHTH JDC may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which EIGHTH JDC will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to EIGHTH JDC, EIGHTH JDC may terminate the contract resulting from this request for proposals for default.*

*The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offerors responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's proposal for non-responsibility and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's proposal. If the Offeror's certification indicates that any of the items in paragraph (a), below, exist, EIGHTH JDC, in its sole discretion, may request that the U.S. Department of Health and Human Services grant an exception under 48 C.F.R. §§ 9.4, if EIGHTH JDC believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will EIGHTH JDC award a contract to an Offeror if the requested exception is not granted for the Offeror.*

By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

- (i) The Offeror and/or any of its Principals-
  - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
  - (B) Have ☐ have not ☐, within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; and
  - (D) Have ☐ have not ☐, within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 48 C.F.R. § 9.4 and shall include an officer, director, owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or, occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used herein, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 48 C.F.R. Part 9.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

***Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:***

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_